

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

**Item 1** 1.1 Lessor  
Name/trading name Pike Property.com.au

Address

C/- Pike Property.com.au  
PO Box 594 Morayfield QLD Postcode 4506

1.2 Phone Mobile Email  
07 5495 5466 07 5495 5466 rentals@pikeproperty.com.au

**Item 2** 2.1 Tenant/s  
Tenant 1 Full name/s  
Phone Email

Tenant 2 Full name/s  
Phone Email

Tenant 3 Full name/s  
Phone Email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

**Item 3** 3.1 Agent If applicable. See clause 43  
Full name/trading name Pike Property.com.au

Address

1/174 Morayfield Road  
MORAYFIELD QLD Postcode 4506

3.2 Phone Mobile Email  
07 5495 7777 sales@marsellospike.com.au

**Item 4** Notices may be given to  
(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor  
Email Yes  No  Facsimile Yes  No

4.2 Tenant/s  
Email Yes  No  Facsimile Yes  No

4.3 Agent  
Email Yes  No  rentals@marsellospike.com.au Facsimile Yes  No

**Item 5** 5.1 Address of the rental premises  
Postcode

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

As Per Entry Condition Report, As Per Inventory (If Applicable)

**Item 6** 6.1 The term of the agreement is  fixed term agreement  periodic agreement

6.2 Starting on / / 6.3 Ending on / /

Fixed term agreements only.  
For continuation of tenancy agreement, see clause 6



**Item 7** Rent \$  per  week  fortnight  month See clause 8(1)

**Item 8** Rent must be paid on the  day of each  week  
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)  
DEFT PAYMENT OPTIONS - DIRECT DEBIT / CREDIT CARD OR DIRECT TRANSFER

Details for direct credit

BSB no.  Bank/building society/credit union   
Account no.  Account name   
Payment reference

**Item 10** Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

**Item 11** Rental bond amount \$  See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16  
Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
Gas  Yes  No Type  See special terms (page 8)  
Phone  Yes  No

12.2 Is the tenant to pay for water supplied to the premises See clause 17  
 Yes  No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity  Any other service stated in item 12.1   
Gas  See special terms (page 8)  
Phone

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(d)  
Electricity   
Gas   
Phone   
Any other service stated in item 12.1   
See special terms (page 8)

**Item 15** Number of persons allowed to reside at the premises  See clause 23

**Item 16** 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?  Yes  No  
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22  Yes  No

**Item 17** 17.1 Pets approved  Yes  No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)  
Type  Number  Type  Number

**Item 18** Nominated repairers Insert name and telephone number for each. See clause 31  
Electrical repairs  Phone   
Plumbing repairs  Phone   
Other  Phone

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.

*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

#### 6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* - For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

*Note* - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

### Division 3 Rent

#### 8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

*Note* - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place* -

- the lessor's address for service
- the lessor's agent's office

#### 9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

*Note* - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

## 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

## 11 Application to tribunal about excessive increase - s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement - before the term ends.

## 12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

*Note* - For details of the situations, see the information statement.

## Division 4 Rental bond

### 13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.

*Note* - There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example* - The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

*Note* - For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### 14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after -
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## Division 5 Outgoings

### 15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.  
*Examples* -  
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### 16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note* - Section 165(3) limits the amount the tenant must pay.

### 17 Water service charges - ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

*Note* - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -

**water consumption charge** for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*Note* - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments -*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note* - See the information statement for details.

#### 21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
- (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance -*
- using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
- (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
- (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

#### Subdivision 2 Standard of premises

#### 25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
- (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must -
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.
- Note* - For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

**premises** include any common area available for use by the tenant with the premises.

#### 26 Tenant's obligations - s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

#### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

*Note* - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

*Examples of terms -*

- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
- (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

## 28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
- (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

## 29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.

*Example of a reasonable excuse -*

an emergency requiring the lock to be changed quickly

- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

## Subdivision 4 Damage and repairs

### 30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
- (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

## 31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

## 32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

## 33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note* - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

### 35 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if -
- (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

## Division 8 When agreement ends

### 36 Ending of agreement - s 277

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

*Note* - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

*Note* - See the information statement for details.

### 37 Condition premises must be left in - s 188(4)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear -*

- wear that happens during normal use
- changes that happen with ageing

### 38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

### 39 Tenant's forwarding address - s 205(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

### 40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.  
*Example of what might be as soon as practicable* - when the tenant returns the keys to the premises to the lessor or the lessor's agent  
*Note* - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

### 41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.  
*Note* - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

## Division 9 Miscellaneous

### 42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

*Note* - See section 164 for what is a service charge.

### 43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

### 44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.  
*Note* - Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

**Part 3 Special terms** Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

Refer to Attached Annexure "A"

Names of Approved Occupants:

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

Pike Property.com.au on behalf of the Lessor/s

Signature

Date / /

**Signature of tenant 1**

Print name

Signature

Date / /

**Signature of tenant 2**

Print name

Signature

Date / /

**Signature of tenant 3**

Print name

Signature

Date / /



## Special Terms

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated in the special terms to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

### 46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) keep the premises free from pests and vermin;
  - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) not intentionally or negligently damage the premises and inclusions;
  - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
  - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
  - (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.
- (2) The obligations of the tenant at the end of the occupancy regarding the conditions of the premises include-
  - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
  - (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
  - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (e) removing rubbish;
  - (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
  - (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (h) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- (3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

### 48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

### 49 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
  - (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

### 50 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant-

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and

## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

### 51 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees, and agents, from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 52 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 53 Tenant's insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

### 54 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
  - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
  - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

*Note:* In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this clause, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

### 55 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with clause 55(1) and 55(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
  - (a) agree to enter into this agreement in electronic form; and
  - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

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## Annexure A

### UNREGISTERED VEHICLES -

If the tenant has an unregistered vehicle, this office requests that same be garaged, and under no circumstances is any car to be parked, serviced or mechanically repaired on grassed areas.

### PETS NOT PERMITTED INSIDE DWELLING -

(a) The parties acknowledge that in accordance with Items 17.1 and 17.2 of the lease details in the agreement and clause 24 of the standard terms, pets shall be permitted on the premises but only in accordance with clause 24 and as set out herein.

(b) The pet/s referred to in the Tenancy Details shall not be permitted inside any dwelling on the premises.

(c) For the purpose of this Special Term a dwelling contained on the premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the premises designed to be used as a residence for human habitation.

(d) the above provisions do not apply to guide, hearing or assistance dogs.

(e) In addition to the above clauses, the tenant must have the property sprayed inside and out for fleas upon vacating and proof of spraying must be provided at the time of vacating. If any damage is caused to the property by animals, this damage must be rectified immediately at the tenant's expense.

### SMOKING NOT ALLOWED IN PREMISES -

(a) the Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.

(b) for the purpose of this Special Term a dwelling contained on the premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the premises designed to be used as a residence for human habitation.

### VACATING 48HR ALLOWANCE -

When it is time to vacate, this office will carry out the normal vacating inspection, if there is additional cleaning required, the tenant will be given 2 working days to carry out this cleaning. If the cleaning is not carried out within the specified time, the Tenant will be in default and the Lessor may seek to recover, in compliance with the Act, any losses incurred.

### WATER USAGE COSTS & CHARGES -

(a) Where the premises are individually metered or water delivered by vehicle, if during any period of the Tenancy the premises are Water Efficient (as defined under S166) the Tenant, upon receiving notification from the lessor, together with a meter reading, will be responsible for payment of all water usage charges.

(b) For any period of the tenancy during which the premises are not water efficient, the tenant will pay all water consumption charges above the total sum of the fixed charge for the water service and a reasonable quantity of water (280kl per annum) determined in accordance with section 169 of the Act.

### SEPTIC TANK AND GREASE TRAPS -

(a) If the property has a septic or enviro system, the tenant is requested NOT to flush any foreign matter down the toilet. If a blockage occurs due to tenant neglect, the tenant will be responsible for the cost in clearing blockage. It has been recommended to this office that Bi-Carb Soda or low phosphorus (bio-degradable) products be used for cleaning the toilet/bathroom - other cleaning products will kill the bacteria responsible for breaking down the solids in the tank.

(b) If the property has a grease trap, the tenant is responsible to clean this out every 2-3 months. If a blockage occurs through tenant neglect, the cost to rectify will be the tenant's responsibility. Upon vacating, the tenant acknowledges that the grease trap must be cleaned and proof provided to this office that they have been cleaned having regard to there condition at the start of the tenancy.

# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116–119)



Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at [rta.qld.gov.au](http://rta.qld.gov.au) instead of this form.

- New bond  
 Existing rental bond number

## 1 Address of rental property (rooming accommodation: include room number)

<input type="text"/>	Postcode
----------------------	----------

2 Agreement starts  /  /  Agreement ends  /  /

3 Number of bedrooms

## 4 Type of dwelling

Residential tenancy	<input type="checkbox"/> Flat/unit	<input type="checkbox"/> House	<input type="checkbox"/> Townhouse
	<input type="checkbox"/> Moveable dwelling/site <input type="checkbox"/> Moveable dwelling/site with electricity supplied and individually metered		
Rooming accommodation	<input type="checkbox"/> Boarding house <input type="checkbox"/> Supported accommodation <input type="checkbox"/> Student rooming accommodation		

## 5 Type of management

Residential tenancy	<input type="checkbox"/> Owner	<input type="checkbox"/> Property manager	<input type="checkbox"/> Moveable dwelling owner/manager
	<input type="checkbox"/> Social housing organisation <input type="checkbox"/> Other _____		
Rooming accommodation	<input type="checkbox"/> Owner	<input type="checkbox"/> Manager/provider	<input checked="" type="checkbox"/> Real estate agent <input type="checkbox"/> Other _____

## 6 Property manager/owner

Full name/trading name Pike Property.com.au			
ABN 4 1 0 7 3 0 7 9	RTA ID (if known) 0079510		
Postal address 1/174 Morayfield Road, MORAYFIELD, QLD			
Postcode 4506			
Phone 07 5495 7777	Mobile _____	Date _____	Signature
Email sales@marsellospike.com.au	<input type="checkbox"/> tick if you agree to receive RTA notices by email		

## 7 Payment method

- Cheque/money order  BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the [RTA's Bond Lodgement Web Service](#) to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

## 8 Weekly rent and bond

Total bond	Weekly rent	Bond paid with this form
\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

## 9 Tenants/residents who have paid bond money (include individual amounts)

First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	
First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	

If more than 2 tenants/residents complete a second form.

The RTA is not liable for any losses that occur if you provide incorrect information.

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 and may provide your information to QCAT and other bodies. For more information see RTA website.

# 2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 116–119)

## Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

## Paying the bond

**Online** | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

**Cheque/money order** | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

**BPAY** | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

## Maximum bond

Residential tenancy

- equal to 4 weeks rent (weekly rent \$700 or less)
- no limit on bond amount (weekly rent more than \$700)

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent
- when electricity is supplied and individually metered, equal to 3 weeks rent

Rooming accommodation

- equal to 4 weeks rent (weekly rent \$500 or less)
- no limit on bond amount (weekly rent more than \$500)
- if bond is paid in instalments, go to [rta.qld.gov.au](http://rta.qld.gov.au) for details



Information Statement Form 17a

# Pocket guide for tenants – houses and units

Changes to Queensland tenancy laws came into effect on 20 October 2021, providing permanent options for people experiencing domestic and family violence to end a tenancy. Some COVID-19 arrangements for residential tenancies will also continue until 30 April 2022. Learn more about these changes at [rta.qld.gov.au](http://rta.qld.gov.au) or call us on 1300 366 311.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, investigations and prosecutions.

## When renting...

### You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

### The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA

## Your tenancy details

Property owner/manager contact details


Bond number

Tenancy end date

Emergency repairs contact/s


# Moving in

## Tenancy agreement

A *General tenancy agreement* (Form 18a), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. keeping pets).

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

## Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. You can lodge your bond directly with the RTA using [RTA Web Services](#). Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a Bond lodgement online or provide you with a paper *Bond lodgement* (Form 2) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

## Bond increases

Your bond can be increased if your rent is increased. It must be at least 11 months since the last increase and you must be given 1 month's notice.

Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via the RTA website.

## Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

You can't be asked to pay more rent until the rent in advance has been used up.

## Rent increases

It must be at least 6 months since the tenancy started or the date of the most recent rent amount was changed.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

## Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and tenant.

## Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills should be provided to you within a reasonable timeframe, and you must pay within one month of the bills being provided.

## Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

## Entry condition report

The property owner/manager must give you an *Entry condition report* (Form 1a).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 3 days. The property owner/manager must give you a copy of the final report within 14 days.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.



# During a tenancy

## Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

## Repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent. When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

## Fixtures

Fixtures can only be added with the property owner/manager's written consent and they do not have to agree to the request if they give a good reason.

A tenant experiencing domestic and family violence can arrange for a qualified tradesperson to change the locks in their rental property to ensure their personal safety. The tenant must provide copies of the keys to the property owner/manager unless the property owner/manager agrees to not being given a copy of the key.

A tenant cannot change locks to common property in community title schemes.

## What to do in an emergency

If the property owner/manager or nominated repairer listed on your tenancy agreement cannot be contacted, you can arrange for a qualified person to carry out emergency repairs, to a maximum value of 2 weeks rent. If you pay the repairer you will need to give the receipt to the property owner/manager, who must pay you back within 7 days. Keep copies of all receipts. Check your tenancy agreement to clarify what is meant by an emergency repair.

## Smoke alarms

Property owners/managers must install and maintain smoke alarms in rental properties, in line with Queensland legislation. Visit [Queensland Fire and Emergency Services \(qfes.qld.gov.au\)](http://qfes.qld.gov.au) for more information. Tenants also have responsibilities including cleaning smoke alarms and replacing batteries. See our website for more information.

## Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an *Entry notice* (Form 9) before they can enter. However, they may enter

in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager. Visit our website for more details.

## Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

## Problems

### If you do something wrong

If you breach the agreement, the property owner/manager can issue a *Notice to remedy breach* (Form 11).

**Example:** you fall more than 7 days behind in rent or do not keep the property in the agreed condition.

If you don't fix the problem you may be given a *Notice to leave* (Form 12) by the property owner/manager.

### If the property owner/manager does something wrong

If the property owner/manager breaches the agreement, you can issue a *Notice to remedy breach* (Form 11).

**Example:** the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

## Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and try to resolve disputes with the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

## Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

If there are any changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement. Note that the rent cannot be increased unless at least 6 months have passed since the last rent increase.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

# Moving out

## Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

## Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for compensating the property owner/manager for lost rent until another tenant can be found or the tenancy ends.

You may also be liable for other costs such as the cost of re-letting the property and advertising.

The property owner/manager must make an effort to limit your loss or expense.

Temporary changes to tenancy laws apply during the COVID-19 emergency period. Visit [rta.qld.gov.au/COVID](https://rta.qld.gov.au/COVID) for more details.

## Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

## Exit condition report

You must complete an *Exit condition report* (Form 14a). It shows the condition of the property when you leave. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager must complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

## Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/ manager for rent, damages or other costs. You can apply on, or

after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using [RTA Web Services](#).

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

### If you and the property owner/manager agree on the refund amount

You and the property owner/manager can request a bond refund online using [RTA Web Services](#). Alternatively, you and your property owner/manager must sign the paper based *Refund of rental bond* (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

### If you and the property owner/manager disagree

The RTA encourages you and your property owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using [RTA Web Services](#) or the paper based *Refund of rental bond* (Form 4).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/ agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a Notice of claim and Party B can disagree digitally via Web Services or submit a Dispute resolution request (Form 16) to the RTA by the due date. If the RTA does not receive a digital response via Web Services or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund form) can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at [rta.qld.gov.au](https://rta.qld.gov.au) and information about QCAT can be found at [qcat.qld.gov.au](https://qcat.qld.gov.au).

# Domestic and family violence support

## Domestic and family violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who experiences domestic and family violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a rental property is experiencing domestic and family violence and no longer feels safe living in the property, they can end their interest in a tenancy agreement by providing the property owner or manager seven days notice of their intention to vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a [Notice ending tenancy interest \(domestic and family violence\)](#) (Form 20) to end their interest in a tenancy agreement.

Tenants and property owners/managers can also complete a [Bond refund for persons experiencing domestic and family violence \(Form 4a\)](#) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at [rta.qld.gov.au](http://rta.qld.gov.au).

A person can also apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website [courts.qld.gov.au](http://courts.qld.gov.au) for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

## Contact information

### Residential Tenancies Authority

w [rta.qld.gov.au](http://rta.qld.gov.au)

t 1300 366 311

Mon–Fri: 8.30am–5pm

### Emergency

Police, firefighters or ambulance

t 000 (triple zero)

### Tenants Queensland

w [tenantsqld.org.au](http://tenantsqld.org.au)

t 1300 744 263

### National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

### Translating and Interpreting Service (TIS)

TIS will telephone the RTA for you at no extra cost

t 131 450

### Lifeline

Crisis support and suicide prevention services

t 13 11 14

### DV Connect

Domestic, family and sexual violence support services

w [dvconnect.org](http://dvconnect.org)

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

### 1800 RESPECT

National sexual assault, domestic and family violence counselling service

w [1800respect.org.au](http://1800respect.org.au)

t 1800 737 732

### Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123

## Stay informed

Sign up for **news** and **useful information** about renting in Queensland [rta.qld.gov.au](http://rta.qld.gov.au)